

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

129



FROM: Department of Public Social Services

SUBMITTAL DATE:
November 18, 2013

SUBJECT: Agreement with SAS Institute Inc. for the upgrade, installation, and configuration of SAS Business Intelligence Software [DISTRICTS – ALL] [\$879,014]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached agreements with SAS Institute Inc - # AA-02603 for upgrade, installation, and configuration of SAS software valid upon execution through September 30, 2014 in an amount not to exceed \$129,000 and AA-02604 for the purchase of SAS software for the amount \$308,690. AA-02604 contains the option to renew the agreement for four additional one-year periods.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 5% annually.

BACKGROUND:
(Continued on page 2)

Susan von Zabern
Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 437,690	\$ 110,331	\$ 879,014	\$ 115,847	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 11,511	\$ 2,901	\$ 23,118	\$ 3,046	

SOURCE OF FUNDS: Federal Funding: 55.4% State Funding: 24.63%;
County Funding: 2.63%; Realignment Funding: 17.34%;
Other Funding: 0%

Budget Adjustment: No
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED BY COUNTY COUNSEL
 DATE: 11/13/13
 BY: Neal R. Kipnis
 RCIT: *Kevin K. Crawford, CIO*
 Purchasing: *Mark Seller, Assistant Director*

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3-44

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with SAS Institute Inc. for the upgrade, installation, and configuration of SAS Business Intelligence Software, without seeking competitive bids

DATE: November 18, 2013

PAGE: Page 2 of 3

BACKGROUND:

Summary (continued)

SAS is a statistical software package that provides a single tool for full functionality of data processing and analysis, statistical analysis, and advanced, integrated reporting capabilities. The SAS software was designed and developed specifically for research and analysis.

DPSS requires the SAS enterprise solution to allow us to perform statistical forecasting, provide detailed drill – down reporting, and provide dynamic scoring and performance metrics to improve case management. Our current SAS solution does not provide this functionality.

DPSS has been using SAS software since 2006. The existing licensing structure provides us with desktop licenses assigned to individual users. We are requesting to upgrade our licenses to SAS' Enterprise Business Intelligence Server model, which is based on capacity rather than individual licenses. This will allow us to greatly expand our user base. We are also requesting professional services for the installation and configuration of the software.

RCIT has reviewed and approved this request via the H-11 process (H-11 # PR2013-260).

Upgrading to the SAS Enterprise Business Intelligence Server will provide a platform for business intelligence capabilities throughout the department so that users at all levels can quickly and easily obtain the information necessary to make business decisions. The platform provides dashboards for review of key performance indicators, web-based report building and viewing, ad hoc querying and analysis, and integration with Microsoft Office and Sharepoint products.

Gartner has identified SAS as a leader in the business intelligence platform market, particularly for customers looking for advanced analytical tools, such as data mining, forecasting, and predictive modeling. Gartner has also identified that SAS is the most likely solution for organizations dealing with larger and more complex data sources, such as DPSS' C-IV welfare data.

Additionally, SAS is working with the C-IV vendor, Accenture, to develop fraud identification tools around C-IV welfare data, so there may be specific SAS solutions we will be able to leverage in the future.

Impact on Residents and Businesses

Improved statistical research will allow us to better target services delivered to residents of Riverside County.

SUPPLEMENTAL:

Contract History and Price Reasonableness

The purchase of the server software is \$308,690, with services costing \$129,000 for a total purchase of \$437,690.. The annual maintenance/licensing cost will be \$110,331.00. The software pricing represents a 10% discount off Federal General Service Administration (GSA) and California Multiple Award Schedules (CMAS) pricing. The services are calculated at \$215 per hour for project management and consulting.

We currently own 20 desktop licenses. At current GSA rates, these would cost \$111,764.00, with annual costs of \$28,280.00.

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FORM 11: Agreement with SAS Institute Inc. for the upgrade, installation, and configuration of SAS Business Intelligence Software, without seeking competitive bids

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PAGE: Page 3 of 3

A straight comparison is difficult as the server model provides unlimited access versus individual users with desktop licenses. However, for the price of the enterprise server model, we could only purchase between 35 and 55 additional user licenses (the variance is dependent on possible quantity discounts).

Market research identified other solutions ranging in price from \$227,000 to \$988,000 (inclusive of software and implementation). However other options have significant risks and soft costs:

- The lowest cost alternative would incur significant costs for a daily data transfer, as it is a cloud solution. The most secure method of transferring data has been identified as a point to point circuit which would cost approximately \$25,000 - \$50,000 for a one-time build out fee, in addition to \$25,000 - \$40,000 per month; annual expenses would range from \$300,000 to \$480,000. Additionally, the vendor would not be able to meet our security requirements.
- All other reviewed solutions investigated appeared to have higher ongoing annual costs than SAS.
- DPSS has spent \$31,000 for staff training with SAS in the past seven years. We estimate the soft costs to the County associated with this training at \$240,000. Comparable expenditures would be necessary if we moved to another solution.
- Recreating reporting already created using SAS would be time-consuming. Historically, it has taken 3 – 4 years to transfer reports from one solution to another. If the average FTE for one employee in DPSS research group is approximately \$105,000, the soft costs to rebuild reports into another solution would be, at minimum, \$420,000 over four years. Additionally, we would have to incur costs with SAS during this time to maintain a legacy system.

SvZ:bt

Date: November 18, 2013
From: Susan von Zabern, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement for SAS Software Purchase and Installation

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

1. **Supply/Service being requested:** SAS Software Purchase and Installation
2. **Supplier being requested:** SAS Institute Inc
3. **Alternative suppliers that can or might be able to provide supply/service:**
SAS does sell through a single reseller. However, to negotiate the terms and conditions of the procurement, it is necessary to purchase directly from SAS.
4. **Extent of market search conducted:** DPSS reviewed similar solutions implemented by other counties, investigated the costs of building a solution internally, and consulted with C-IV SAWS Consortium.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
This is a request to upgrade DPSS' existing desktop SAS licenses to a SAS Enterprise Business Intelligence Server. We have been using SAS for seven years and have a need to increase the numbers of users in the department. Moving from a user-based licensing model to an enterprise server licensing model will allow us an unlimited number of users, while providing us functionality not available with the desktop licenses. This upgrade can only be conducted with the SAS Institute.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
Upgrading to the enterprise server model will allow us to leverage the training and skillsets of DPSS staff who have been using SAS for the past seven years. It will also allow us to continue to use, and to expand upon, the extensive reporting we have developed using SAS over that time. By building on our current knowledge base, staff will be able to perform more efficiently and effectively with enhanced tools that allow them to do more in less time. The enterprise server model will also allow us to provide the SAS platform to any departmental staff without the purchase of additional licenses.

This project will support the Department's goals by providing a reporting service that includes the following features:

- Ongoing development and refinement of key process and outcome measures to support attainment of department goals.
- Transformation of raw data from DPSS systems into useful measures of performance and outcomes that contribute to developing evidence-based practices and enhanced resource management.
- Interactive reporting.
- Management reporting that includes both high-level trend data and the ability to drill down into the data in multiple ways, including drill-down to the case level to get to the root of systemic problems.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The purchase of the server software is \$308,690, with services costing \$129,000 for a total purchase of \$437,690. The annual maintenance/licensing cost will be \$110,331.00. The software pricing represents a 10% discount off Federal General Service Administration (GSA) and California Multiple Award Schedules (CMAS) pricing. The services are calculated at \$215 per hour for project management and consulting.

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8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). There will be ongoing annual support charges, covered by the four one-year renewal options.

9. **Period of Performance:** Upon execution through, June 30, 2014, with four (4) one-year renewal options.

Susan von Zabern 11/25/13
Department Head Signature Date

Purchasing Department Comments: H-11 Approval #PR2013-260

Approve Approve with Condition/s Disapprove
Not to exceed: \$ 437,690 One time Maintenance 110,331 Annual Amount through 6-30-2018
[Signature] 12-5-13 Purchase 14-265 MAINTENANCE 14-265-A
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

Riverside County Department of Public Social Services

Contracts Administration Unit

10281 Kidd Street

Riverside, CA 92503

SERVICES CONTRACT: AA-02603

CONTRACTOR: SAS Institute, Inc.

CONTRACT TERM: January 1, 2014 – May 30, 2014

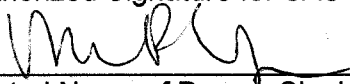
MAXIMUM REIMBURSABLE AMOUNT: Not to exceed \$129,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to obtain consulting services for the installation and Configuration of SAS Business Intelligence Software;

WHEREAS, SAS Institute Inc. ("Contractor" or "SAS") is qualified to provide Installation and Configuration of SAS Business Intelligence Software;

WHEREAS, DPSS desires SAS Institute Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for SAS Institute Inc. 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Victoria P. Clayton
Title: Chair, Board of Supervisors	Title: Senior Contracts Manager
Address: 10281 Kidd St. Riverside, CA 92503	Address: 100 SAS Campus Drive Cary, NC 27513
Date Signed:	Date Signed: November 20, 2013



FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

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CONTRACT TERMS AND CONDITIONS**I. DEFINITIONS**

A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.

B. "Business day" shall mean Mondays through Fridays, excluding County holidays. County observed holidays are:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- December 24 and 31 when they fall on Monday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
- A business day is 7:30am to 5:30pm.

C. "CAU" refers to the DPSS Contracts Administration Unit.

D. "Services" means the Services to be provided by Contractor as described in Section V hereof.

E. "Software" means the SAS Software licensed by County pursuant to Software License Agreement Contract #AA-02604 between the County and SAS.

F. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.

G. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

H. "Work Product" means any documentation, computer code or other materials included in any deliverable delivered by Contractor in connection with the Services.

II. SERVICES AND OWNERSHIP OF WORK PRODUCT

Contractor grants County a nonexclusive, nontransferable, non-assignable, royalty-free license to use any Work Product only with the Software with which the Work Product operates and only for as long as Customer maintains a license for such Software ("License"). Ownership of the Work Product, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the Services remains with Contractor. Nothing herein shall be construed as granting Customer a license to any SAS Software, which shall be licensed separately pursuant to a license agreement between Contractor and County.

III. DPSS PROJECT ROLES

- A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with the Contractor project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Technical Lead responsible for information about DPSS' technical architecture and environments.
 3. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring. Any inspection or on site visit of Contractor's facilities shall be conducted during Contractor's regular business hours upon fifteen days' written notice and no more than once per year. All parties participating shall agree to comply with all of Contractor's security and confidentiality policies and procedures and shall enter into a mutually agreeable nondisclosure agreement.
- C. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor's ability to deliver these requirements. These responsibilities include, but are not limited to, the following:
1. Access to the County information and resources;
 2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project
 3. Providing responses/resolutions to assigned tasks or issues in a timely manner.
- E. DPSS understands and acknowledges that DPSS maintains ultimate responsibility for data access, formatting, and applicable preparation/cleansing necessary to support the SAS reporting tasks identified for this project. Data preparation and cleansing are considered outside of the scope of work to be performed by the Contractor under this Contract and are not a Contractor responsibility.

IV. CONTRACTOR PROJECT ROLES

- A. The Contractor shall provide staff with the following roles and responsibilities:
1. SAS Project Manager (Patrick Farran) will be assigned with responsibility for planning, scheduling, creating work assignments, work statement generation, project status reporting, and coordination

V. PROJECT RESPONSIBILITIES AND DELIVERABLES

The Services described below will be provided on a fixed price basis. The Services will not include continued support or maintenance of any deliverable or Work Product. All deliverables will be reviewed and accepted by the assigned DPSS Project Manager. Each party's responsibilities and the project deliverables are listed in the following table:

A. Installation and Configuration		
CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Provide instruction to prepare DPSS' environment for installation	Provide SAS with necessary computer systems/workstations, internet access to the SAS site, and the following: any necessary computer systems and secured access to those systems; internet access to the SAS site while SAS consultants are on-site; network access; and remote access Provide the IT environment to meet requirements provided by SAS.	1. Environment Preparation instructions. 2. Pre Installation Requirements Document/Checklist 3. Documentation: a. Install report b. Post-Install Test-Report c. Architecture Diagram
Install licensed SAS software server components in DPSS Environment	Configure all required hardware prior to scheduled SAS installation and configuration service ~ this includes installation of operating systems and any other software required by Riverside County DPSS for use during the installation. Download the SAS software depot.	
Install applicable server client applications on up to 2 workstations. Provide instructions for client app workstation installation	Complete and document all additional Riverside County DPSS-specific tasks prior to the commencement of on-site activities ~ tasks will be those identified in the pre-installation requirements document/checklist	
Configure the Software, required third-party products, initial security policies, initial environments and initial metadata repositories.		
Perform validation tests using data selected by SAS to verify proper		

functionality.	
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This milestone (1) shall be considered complete when the Software has been installed in the DPSS environment and is operating in accordance with its documentation and the deliverables have been received by DPSS.

B. Pre-Initiation Coordination

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Conduct preparatory conference call(s) to align expectations and requirements as well as to identify the implementation team members.	Participate in planning conference call(s)	1. Kickoff meeting schedule/agenda document.
Prepare, in coordination with DPSS, kickoff meeting schedule/agenda.	Gather applicable business rules, process documentation, data, and reporting requirements	
	Identify reporting priority areas	
	Secure necessary stakeholders to participate in kickoff meeting	

This milestone (2) shall be considered complete when the kickoff meeting schedule/agenda document has been completed and the deliverables have been received by DPSS.

C. Requirements Gathering and Confirmation

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
Conduct an onsite project Kick Off meeting with DPSS' management and the SAS consulting team.	Actively participate in kickoff meetings	1. Statement of Work 2. Project Plan 3. Status report template
Review the Platform architecture and software implemented at your site.	Provide SAS with applicable business rules, process documentation, data, and reporting requirements	
Identify high-level scope, goals and priority of reporting needs expressed by DPSS to be addressed with the installed environment.	Review, provide feedback, and agree upon statement of work and project plan	
Assess the data source(s) to serve as the source data for all developed reports and analysis.		
Jointly agree on team roles and responsibilities for the implementation.		
Document, finalize and mutually agree upon per a Statement of Work, the type, number and priority of reports anticipated based on the budget contracted for this service.		

This milestone (3) shall be considered complete when the Statement of Work has been completed and the deliverables have been received by DPSS. The Statement of Work will be incorporated into this contract by amendment.

D. Design, Build and Test

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
<p>Design and Build Starter kit in the DPSS Test Environment based upon agreed upon reporting requirements utilizing:</p> <ul style="list-style-type: none"> • SAS Management Console • SAS Information Map Studio • SAS Stored Processes • SAS Add-In for Microsoft Office • SAS Enterprise Guide • SAS Web Report Studio • OLAP Cube Development and Reporting • SAS Information Delivery Portal & BI Dashboard 	<p>Provide all source data necessary for the report development in an agreed upon format specified by SAS.</p> <p>Provide VPN access to SAS Technical Consultant(s) to enable remote development work.</p> <p>Provide timely responses to tasks assigned in the agreed upon project plan.</p> <p>Perform user acceptance testing (UAT) and verification</p>	<p>1. Specific deliverables will be identified in the agreed upon Statement of Work developed in the requirements and gathering step and incorporated into this contract.</p>
<ul style="list-style-type: none"> • Configure up to 3 user group and 10 individual users to use the applications • Setup access to up to 4 data inputs 		
<ul style="list-style-type: none"> • Design and create up to 4 information maps 		
<ul style="list-style-type: none"> • Design and create up to 3 Stored Processes 		
<ul style="list-style-type: none"> • Create up to 2 Projects in the Enterprise Guide with the following assumptions: <ul style="list-style-type: none"> ○ Projects will contain no more than 10 tasks ○ Projects will use standard Enterprise Guide output 		
<ul style="list-style-type: none"> • Design and create up to 4 Web Report Studio reports using the any of the Stored Processes or Information Maps included. • Include one OLAP cube in one of the reports 		

<ul style="list-style-type: none"> • Design and create up to 2 OLAP cubes to be used for surfacing in other applications • Design Information Maps for the created cubes • Configure the SAS Web OLAP Viewer to view the cubes 		
<ul style="list-style-type: none"> • Create a page in the Portal to surface content included. • Create up to 2 portlets and up to 3 links to the County's content • Demonstrate role based security for page accessibility 		
<p>Provide Documentation and Knowledge Transfer</p>		
<p>Resolve configuration issues identified during UAT.</p>		

This milestone (4) shall be considered complete when the deliverables identified in the Statement of Work associated with milestone (4) have been received by DPSS.

E. Deployment

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
<p>Promote SAS jobs to the DPSS production environment as applicable.</p>	<p>Perform user acceptance testing (UAT) and verification</p>	<p>1. System summary documentation.</p>
<p>Assist in resolving any technical issues identified within the first two weeks of deployment.</p>		
<p>Resolve any configuration issues identified during the first two weeks of deployment.</p>		

This milestone (5) shall be considered complete upon deployment into the DPSS production environment and the deliverables have been received by DPSS.

F. Strategic Impact Analysis and Closeout

CONTRACTOR RESPONSIBILITIES	DPSS RESPONSIBILITIES	DELIVERABLES
<p>Provide an evaluation of the initial use of the QuickStart within your organization.</p>	<p>Participation in closeout meeting and provide feedback.</p>	<p>1. Quick Start Evaluation Document 2. SAS Roadmap Document 3. Closeout Meeting Notes.</p>
<p>Identification of high-level goals,</p>		

objectives and initiatives for future opportunities as they relate to the SAS Platform Solution.		
Creation of a high-level roadmap to allow your organization to move forward and achieve future goals and objectives.		
Conduct an overall project review and closeout meeting.		
Verify that all appropriate expectations have been addressed and solicit feedback from the County about the QuickStart lifecycle.		
This milestone (6) shall be considered complete when the deliverables have been received by DPSS.		

VI. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of five (5) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the DPSS Contracts Administration Unit (CAU) in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable.

The Contractor agrees that the Acceptance Period for a Deliverable shall begin upon DPSS' receipt of Contractors' notice the Deliverable is complete. DPSS CAU shall provide a written receipt, through U.S. mail, overnight courier, or email, for such notice within two (2) business days of receipt of the notice.

At any time within the Acceptance Period, the County shall:

1. Provide to the Contractor a signed copy of the Deliverable Acceptance Sign Off Document (Exhibit A) or;
 2. Provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the nature and scope of the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have ten (10) business days after receipt of the notice of Non Acceptance to respond to DPSS describing the manner and timeframe in which Contractor proposes to correct any deficiencies or by actually correcting the deficiencies, beginning a new Acceptance Period to accept the proposal or the corrected deliverable. This process shall not exceed two cycles. If DPSS does not accept a deliverable or Contractor's proposal for correcting any deficiencies following the two cycles, or the parties cannot arrive at a mutually agreeable solution, Contractor may terminate the contract.
- B. All Deliverables will be delivered either electronically or in paper form to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.
 - C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):
 1. The County submits to the Contractor the Deliverable Sign Off Document or:

2. The County fails to notify Contractor within the Acceptance Period described above.

VII. CHANGE ORDERS

Either party may propose a change order to this Agreement. Change orders affecting this agreement will not be effective until reviewed and approved in writing by Contractor and the County and made part of the Agreement as an addendum. Change orders will be requested using the Change Order Document (Exhibit B). Contractor will submit to the County an analysis of how the County's proposed changes will affect the current work in terms of schedule and cost estimates. County will respond in writing to a proposed change order within five business days. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Agreement signed by both parties. Pending such written agreement, Contractor will continue to perform as if such change order had not been requested or recommended. In no event shall Contractor be required to perform additional work under this Agreement, or the County is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

VIII. FISCAL

A. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$129,000.00

2. PAYMENT SCHEDULE

Milestone Description	Payment
Milestone #1 Installation and Configuration	\$30,000
Milestone #2 Pre-Initiation Coordination	\$5,000
Milestone #3 Requirements Gathering and Confirmation	\$25,000
Milestone #4 Design, Build, and Test	\$60,000
Milestone #5 Deployment	\$5,000
Milestone#6 Strategic Impact Analysis and Closeout	\$4,000

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will invoice DPSS and Contractor shall be paid for amounts listed in the Payment Schedule upon completion of each Milestone as evidenced by the acceptance of all deliverables related to such milestone in accordance with the acceptance process set forth herein.
- b. The Contractor shall submit DPSS Forms 2076A (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A." Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.
- c. All invoices submitted shall be processed within forty five (45) calendar days.

B. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. The sole remedy for breach of this warranty shall be termination of this Contract.

C. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records relating to the charges and expenses of this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination during Contractor's regular business hours upon fifteen days' written notice. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed during Contractor's regular business hours upon fifteen days' written notice and no more than once per year. All parties participating in any audit, evaluation or inspection shall agree to comply with all of Contractor's security and confidentiality policies and procedures and shall enter into a mutually agreeable nondisclosure agreement.
3. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.

D. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

E. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

F. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made. If DPSS determines funds shall no longer be available to pay for the Services provided hereunder, DPSS shall terminate this Contract; provided DPSS shall remain responsible for payment for all Services rendered by Contractor prior to termination.

IX. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective upon execution for a period of 1 year or until completion of the Services, whichever comes first.

B. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

C. CONFIDENTIALITY

The Contractor comply with all statutory laws and regulations relating to privacy and confidentiality applicable to information and records received by Contractor in connection with the delivery of the Services.

Each party shall ensure that case record information is kept confidential when it contains information that identifies an individual by name, address, or other information (such information herein referred to as "PII"). PII requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information subject to Section 10850 of the Welfare and Institutions Code that is exchanged between them in accordance with Section 10850 of the Welfare and Institutions Code. All records and information containing PII shall be considered and kept confidential by the Contractor, its staff, agents, and employees in accordance with applicable law. The Contractor shall require all of its employees, agents, and subcontractors who may provide services under this agreement with the Contractor to maintain the confidentiality of any and all materials and information containing PII with which they may come into contact in accordance with applicable law.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person providing Services on Contractor's behalf will publish, disclose, use, permit, or cause to be published, disclosed, or used, any PII under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

D. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

E. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

F. WARRANTY; DISCLAIMERS AND LIMITATION OF LIABILITY

Contractor warrants it has the right to license any Work Product to the County. The exclusive remedy for breach of this warranty is set forth in Section IX. G Contractor further warrants that the Services shall be provided by qualified personnel and in accordance with the requirements set forth in this Contract. The exclusive remedy for breach of this warranty is refund of fees paid for the Services at issue.

1. **Contractor disclaims all other warranties, express or implied, with respect to the Work Product or Services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.**
2. **Contractor is not liable for any loss of profits or for special, consequential, incidental, indirect, reliance, punitive or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to Contractor or could have been reasonably foreseen by Contractor.**
3. In no event shall Contractor's liability for damages of any kind, including direct damages, exceed \$500,000. County acknowledges this limitation of liability is reasonable in light of County's ability to limit its exposure to damages through involvement in the Services provided by Contractor and by testing any Work Product delivered by Contractor.
4. If the limitations of liability contained in this Section IX. F should be held unenforceable, the parties agree to set an amount for liquidated damages for any and all liability which may arise under this Contract to the amount County paid for the Services or Work Product hereunder. The parties agree this amount is reasonable in light of possible damages which may occur and the difficulty in assessing those damages. This provision shall not be considered a penalty.
5. The limitations of liability contained in this Section IX. F do not apply to SAS' indemnification obligations set forth in Section IX. G.

G. HOLD HARMLESS/INDEMNIFICATION

The County agrees to promptly notify Contractor in writing of any claims made against the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) for (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Work Product or (b) tangible property damage, excluding damage to software or files, bodily injury, or death arising solely from actions for which Contractor, or its officers, employees, subcontractors, agents or representatives is legally responsible. The County further agrees to allow Contractor to control litigation or settlement of such claim and to cooperate with Contractor in the investigation, defense and settlements thereof. Provided County complies with the foregoing, Contractor shall indemnify County for such claim by paying for the costs and attorneys' fees County incurs at Contractor's direction and any judgment finally awarded against County or settlement approved by Contractor. Customer may participate at Customer's own

expense. If such claim in (a) above is made, or, in Contractor's opinion is likely to be made, then SAS, at its option, may: (1) modify the Work Product, (2) obtain rights for Customer to continue using the Work Product; or (3) terminate the license for the Work Product at issue and refund the then-current fee paid for the Services at issue. Customer agrees to abide by Contractor's decision and, if appropriate, install a different Work Product or stop using the Work Product. This indemnification obligation does not apply to the extent that: (i) the claim is based on Customer's specifications, or (ii) the claim is based on Customer's combination of the Work Product with other software, or modification to the Work Product, if such claim would not have been made but for the combination or modification.

H. INSURANCE

1. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(a) **Worker's Compensation:**

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall include the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(c) **Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall include the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

2. **General Insurance Provisions – All lines:**

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- (b) The Contractor's insurance carrier(s) must declare Contractor's deductible obligation. If such deductible obligation exceeds \$500,000 per occurrence such deductible shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of deductible obligation unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductible obligation as respects this Contract with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (c) Contractor shall a properly executed original Certificate(s) of Insurance showing such insurance is in full force and effect. Thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, or reduction in coverage of such insurance. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance
- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate, which adjustments must be agreed to in writing by amendment to this Contract.
- (h) Contractor agrees to notify County of any claim by a third party arising from the performance of this Contract.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract. The sole remedy for breach of this warranty shall be termination of the Contract.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

L. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:

- a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

M. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply in all material respects with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are applicable to the Services (the "Applicable Requirements") and made binding upon the Contractor as though made with the Contractor directly; provided, however, that any noncompliance with the Applicable Requirements that does not materially affect the services under this Contract or result in any fine or other action against the County shall not be deemed a breach of this Contract. As the exclusive remedy for breach of this section, Contractor, at its option shall (a) restructure or modify the Services in order to comply with the Applicable Requirements or (b) terminate the Services and refund the then current fees paid for the Services at issue.

O. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

To the extent the Contractor received protected healthcare information ("PHI") in connection with the Services, the Contractor agrees that with respect to such receipt of PHI, it is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor further agrees that with respect to its receipt of PHI it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

P. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS:

Contracts, Insurance, Deliverables, Deliverable Sign Offs, Change Orders and other administrative documents:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

CONTRACTOR: SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513
Attention: Contracts

With copy to:
SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513
Attention: Chief Legal Officer

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or other commercial mail carrier.

Q. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

Notwithstanding the foregoing, either party may commence litigation at any time (i) to preserve a superior position with respect to creditors, (ii) to avoid the expiration of any applicable statute of limitations with respect to such dispute or (iii) in the event the other party breaches its confidentiality obligations or violates the complaining party's intellectual property rights.

R. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

- a. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
- b. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
- c. Withhold funds pending a cure of the breach; and/or
- d. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

S. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California; provided any copyright, patent, trade secret or other intellectual property claims may be brought in any court of competent jurisdiction. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

T. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Amendments to this Agreement, and received via electronic communications including but not limited to fax or email, as legally sufficient evidence that such original signatures have been affixed to such Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

U. TERMINATION

This contract can be cancelled without cause upon thirty (30) day written notice. If the Contract is terminated, County shall pay contractor all monies then due and owing for Services performed prior to the date of termination.

V. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Deliverable Sign-off Document

Exhibit A

Project Information		
Dept/Division:		Project:
Project Manager:		
Contractor:		Contract#:
Project Deliverable Description		
Deliverable#:	Date Deliverable Completed:	Date Submitted:
Deliverable Description:		
Deliverable Approval		
Approval Signatures:	Date:	Comments:
Project Manager		
CAU		
Project Sponsor		
Non Acceptance of Deliverable		
Signatures:	Date:	
Project Manager		
CAU		
Project Sponsor		
Reason for Non Acceptance		

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

Description	
Reason for Change	<i>[New requirement, design change, etc.]</i>

Impact

Risk to Schedule	<i>[Note the risk to the schedule if do or do not do the change.]</i>
Impact on Cost or funding	

Risks

Risk	Risk Management Action

EXHIBIT B (p.2 of 2)

Steps to Implement Change

Approval Signatures:	Date:	Comments:
Project Manager		
CAU		
Project Sponsor		
Non Acceptance		
Signatures:	Date:	
Project Manager		
CAU		
Project Sponsor		
Reason for Non Acceptance		

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit C

To: Riverside County
Department of Public Social
Services
4060 County Circle Drive
Riverside, CA 92503

Remit to Name		

Address		

_____	_____	_____
City	State	Zip Code

Contractor Name		

Contract Number		

Total amount requested _____ for the period of _____ 20_____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

_____	_____	_____
Project Manager	Title	Date

FOR DPSS USE ONLY DO NOT WRITE BELOW THIS LINE

Business Unit (5) _____

Account (6) _____

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____

Amount Authorized _____

If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____

Management Reporting Unit _____ Date _____

Contracts Administration Unit _____ Date _____

General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

COUNTY OF RIVERSIDE

SOFTWARE LICENSE AGREEMENT

This software license agreement is dated _____, and is between the County of Riverside, a political subdivision of the State of California (herein referred to as "County") with its principal place of business located at 4060 County Circle Dr, Riverside, CA 92503 and SAS Institute, Inc. (herein referred to as "Contractor") with its principal place of business located at 100 SAS Campus Drive, Cary, NC 27513

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Exhibit A Schedule of Software

1. LICENSE

1.1 Subject to the terms of this Agreement, the Contractor hereby grants to the County non-exclusive, nontransferable and nonassignable license to use the software listed on Exhibit A hereto (the "Software") with designated operating systems identified on Exhibit A hereto. The Software may be accessed only by County employees and on site contractors ("Users") doing work in the Territory (as such is defined on Exhibit A hereto) solely for the County. The license is an annual license renewed at the mutual agreement of the parties. Renewal is accomplished by Contractor sending an invoice for the Software license renewal fees and the County paying the invoice.

1.2 County may install and use the Software (a) within the Territory; (b) on a portable computer in countries outside the Territory for up to three months of an annual license period; and (c) in a manner allowing any party in or outside the Territory limited access to the Software applications to view reports showing results of the County's analysis of the County's data ("Reports"). The County may allow this limited Report viewing via the internet, County's intranet or terminal emulation sessions.

1.3 The County shall install the Software only on the hardware authorized on Exhibit A hereto. If the Software is licensed for use on mainframe or server hardware, Authorized Hardware is hardware that is located on the County's premises that County identifies to Contractor by type and CPU numbers. If the Software is licensed for use on personal computers, Authorized Hardware is hardware owned or leased by the County or its employees.

1.4 Any uses of the Software other than as specifically allowed in this Agreement shall be set forth in a written amendment containing the terms and fees in consideration of such additional use. Examples of other uses include, but are not limited to, the following: (a) installation or use outside the Territory; (b) use for the benefit of a third party in exchange for compensation; (c) use in application or data service provision, outsourcing, time-sharing, data or information technology management, or other similar arrangements; (d) use to process third party data; (e) allowing any party other than Users to use, edit, modify, or otherwise access underlying Software, or to perform free form programming with the Software.

1.5 License fees for the Software are based on the applicable pricing metric as set forth on Exhibit A hereto. First year fees are listed on Exhibit A hereto. Renewal fees will be listed on invoices and may vary each year. Some pricing metrics are based on use of certain Software offerings as in integrated solution. Accordingly, the Software components in these offerings may be used only through the Software under which they are bundled and the County may not use or deploy any individual component as a replacement for other Contractor Software.

1.6 The County may allow Users to access only Software licensed to the County for which the County receives a Product Authorization Code. The County shall not allow Users to install or attempt to use other product contained on media received from Contractor. The "Product Authorization Code" is a component of the Software that enables the Software to operate for the applicable license period. At each new license period, or if required as a result of changes in Authorized Hardware or Software, the County must apply a new Product Authorization Code to keep the Software operating. Contractor is not required to provide the Product Authorization Code if the County is in breach of this Agreement or has not paid any undisputed amounts due under the Agreement. Contractor is not liable for damages caused by resulting Software interruption. The County may allow only Users to access the Product Authorization Code. The County acknowledges and agrees that the Product Authorization Code is Contractor's confidential and proprietary information.

1.7 The license granted hereunder is limited to the applicable pricing metric as set forth on Exhibit A. The County may make a reasonable number of additional copies solely for emergency backup purposes and installation of personal computer Software authorized hereunder. All copies remain the property of the Contractor. The County may deliver a copy of the Software to a disaster recovery contractor to perform

temporary disaster recovery work for the County. The County shall give the Contractor the name and address of the disaster recovery contractor before delivery. Licensee shall affix to each copy of the Software or documentation all copyright and proprietary information notices that were affixed to the original.

2. OWNERSHIP

2.1 The Contractor will provide the County with the Software, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of Contractor and Contractor's licensors to which access is not authorized. Copyright notices and other proprietary right notices in the Software shall not be deleted or modified.

2.2 The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor.

2.3 The County agrees not to reverse engineer, reverse compile or disassemble the Software.

2.4 The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.

3. COPYING RIGHTS

The County may make copies of Software and Documentation, as required for backup purposes as set forth herein or modification purposes in support of the use of the Software, but the County must include existing copyright notices on any such copy, modifications, or portions of Software merged into another program. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

4. TRANSFERABILITY

4.1 The County may not transfer to any third party the Software and the Documentation, or any copy(s) thereof, in whole or in part, except as expressly provided in this Agreement. If the County transfers Software and Documentation to another party as expressly provided in his Agreement, the County must at the same time either transfer copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of Software contained or merged into another program.

4.2 If the County transfers Software and/or Documentation or any copy, modification, or merged portion of Software to another party without written permission of the Contractor, this license is automatically terminated.

5. TECHNICAL SUPPORT

During the term of the Software license, Contractor will use reasonable efforts, either by telephone or in writing, to help County solve specific problems with installation or use of the Software. County may obtain on-site Software support from Contractor by executing an applicable agreement with Contractor and paying applicable additional fees to Contractor. It may not be possible for Contractor to solve all problems or correct all errors in the Software. From time to time, Contractor may make available, and the County agrees to use

reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, Contract may add, change or delete individual components or functionality in new releases. Such Software modification shall be subject to the terms of this Agreement. If the County chooses not to install the most current release of the Software, the level of technical support may diminish over time.

6. DELIVERY

Software and Documentation shall be delivered to the County via electronic download. All subsequent updates, upgrades or patches made generally available to the market in electronic form shall be delivered to the County via electronic download.

7. WARRANTY

7.1 Contractor warrants that it has the right to license the Software to the County. The exclusive remedy for breach of this warranty is set forth in Section 12 (Indemnification).

7.2 The Contractor warrants that under normal use, Software shall perform the functions specified in the Documentation. The County shall promptly notify the Contractor in writing if the Software does not conform to the Documentation. As the exclusive remedy for breach of this warranty, the Contractor, at its option, will (a) promptly correct such nonconformance by repair, (b) replace the Software, or (c) terminate the Software license and refund the fees paid for the Software at issue during then current license period.

7.3 CONTRACTOR AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY. CONTRACTOR'S LICENSORS PROVIDE THEIR SOFTWARE "AS IS". NOTHING IN THIS SUBSECTION NEGATES THE EXPRESS WARRANTIES CONTRACTOR PROVIDE IN THIS AGREEMENT.

7.4 County represents it shall (a) implement procedures to verify accuracy of data input and output while using the Software, and (b) inform all parties authorized to use the Software of the relevant terms of the Agreement and any related user documentation, and be responsible for their adherence to such terms. County agrees that the Software, in and of itself, will not ensure compliance with laws.

8. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

9. TERM

This Agreement shall remain in effect for a period of one year from the effective date hereof, with four one-year renewal options.

10. TERMINATION

County may terminate its annual license for the Software at any time. Contractor may terminate this Agreement immediately for any violation by the County of Contractor's intellectual property rights. For any other breaches, Contractor may terminate the Software license for a breach of the Agreement if not cured

within thirty (30) days of Contractor's written notice. Upon termination or expiration of the Software license hereunder, or when a User or disaster recovery contractor is no longer authorized to access the Software, the County agrees to reclaim, delete and destroy the Software at issue, along with any related user documentation.

11. DISPUTES

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11.3 Notwithstanding the foregoing, either party may commence litigation at any time (i) to preserve a superior position with respect to creditors, (ii) to avoid the expiration of any applicable statute of limitations with respect to such dispute or (iii) in the event the other party breaches its confidentiality obligations or violates the complaining party's intellectual property rights.

12. INDEMNIFICATION

The County agrees to promptly notify Contractor in writing of any claims made against the County, its officers, employees and agents for (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software or (b) tangible property damage, excluding damage to software or files, bodily injury, or death arising solely from action for which Contractor is legally responsible. The County further agrees to allow Contractor to control litigation or settlement of such claim and to cooperate with Contractor in the investigation, defense and settlements thereof. Provided County complies with the foregoing, Contractor shall indemnify County for such claim by paying for the costs and attorneys' fees County incurs at Contractor's direction and any judgment finally awarded against County or settlement approved by Contractor. County may participate at County's own expense. If such claim in (a) above is made, or, in Contractor's opinion is likely to be made, then Contractor, at its option, may: (1) modify the Software, (2) obtain rights for County to continue using the Software; or (3) terminate the license for the Software at issue and refund the then-current fee paid for such Software. County agrees to abide by Contractor's decision and, if appropriate, install a different Software or stop using the Software. This indemnification obligation does not apply to the extent that: (i) the claim is based on County's combination of Contractor Software with other software, or modification to the Software, if such claim would not have been made but for the combination or modification or (ii) as of the date the claim arose, the County had not installed the latest version of, or update to, the Software as instructed by Contractor prior to such date, if such claim would not have been made if the update or latest version had been installed. Any specified insurance limits required in this Agreement shall in no way limit or circumscribe the Contractor's obligations to indemnify and hold harmless the County.

13. EXCLUSIONS OF DAMAGES; LIMITATION OF LIABILITY.

13.1 Exclusions of Damages. NEITHER THE COUNTY, THE CONTRACTOR, NOR CONTRACTORS' LICENSORS ARE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE

CONTRACTOR NOR THE CONTRACTOR'S LICENSORS ARE LIABLE FOR ANY CLAIM AGAINST THE COUNTY BY A THIRD PARTY RELATING TO USE OF THE SOFTWARE, EXCEPT AS SET FORTH IN SECTION 12 (INDEMNIFICATION). CONTRACTOR'S LICENSORS ARE NOT LIABLE FOR DIRECT DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) AND DISCLAIM ANY LIABILITY CONNECTED WITH USE OF THE SOFTWARE. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND LICENSES GRANTED UNDER THE AGREEMENT.

13.2 Limitation of Liability. THE TOTAL AMOUNT THE COUNTY MAY RECOVER FOR ALL CLAIMS RELATING TO THIS AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT LICENSE PERIOD AND FOR THE SERVICES AT ISSUE.

13.3 Applicability. This Section does not apply to the indemnification obligations in Section 12 or to either party's violation of the other's intellectual property rights. The limitations in this Section shall apply even if any of the warranties provided in Section 7 fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages, so certain provisions of this Section may not apply to the County; however, they apply to the greatest extent permitted by applicable law.

14. INSURANCE

14.1. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(a) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2)

times the occurrence limit. Policy shall include the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

14.2. General Insurance Provisions – All lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare Contractor's deductible obligations. If such deductible obligations exceed \$500,000 per occurrence such deductible obligations shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of Contractor's deductible obligations unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such Contractor's deductible obligations as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (c) Contractor shall furnish the County of Riverside with a properly executed original Certificate(s) of Insurance showing such insurance is in full force and effect. Thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, or reduction in coverage of such insurance. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance.
- (d) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (h) Contractor agrees to notify COUNTY of any claim by a third party arising from the performance of this Contract.

15. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract, except invoices, shall be addressed as follows:

COUNTY: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

VENDOR:

SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513
Attention: Contracts

With copy to:
SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513

Attention: Chief Legal Officer

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

16. ASSIGNMENT

The Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

17. ALTERATION OR CHANGES TO THE AGREEMENT

20.1 The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement.

18. AUDIT.

Upon fifteen (15) days' notice to County, Contractor will have the right to conduct an on-site audit during County's normal business hours to verify compliance with the terms and conditions of this Agreement. County shall cooperate with Contractor by: (a) making applicable records available; (b) providing copies of the records requested; and (c) directing all agents to cooperate. If the audit reveals that County owes additional license fees, County shall pay the amounts owed and Contractor's reasonable expenses in conducting the audit.

19. INJUNCTIVE RELIEF.

Breach of Contractor's or Contractor's licensors' intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, Contractor may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond.

20. COMPLETE AGREEMENT.

The Agreement and the invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both parties, and specifically reference the

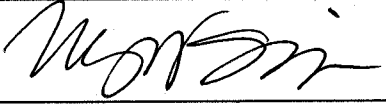

Agreement. Additional or different terms on current or future County or thirty party purchasing documents are expressly objected to and rejected.

21. GOVERNING LAW/SEVERABILITY

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or the U.S. District Court located in Riverside, California; provided any copyright, patent, trade secret or other intellectual property claims may be brought in any court of competent jurisdiction. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. ACKNOWLEDGEMENT

This agreement shall be effective upon its execution by both parties.

<u>Authorized Signature for County:</u>	<u>Authorized Signature for SAS Institute Inc. :</u> 
<u>Printed Name of Person Signing:</u> John J. Benoit	<u>Printed Name of Person Signing:</u>  Margaret Gill Manager Contracts Administration SAS Institute Inc.
<u>Title:</u> Chair, Board of Supervisors	<u>Title:</u> Contracts Manager
<u>Address:</u> 10281 Kidd St Riverside CA 92503	<u>Address:</u> 100 SAS Campus Drive Cary, NC 27513-2414
<u>Date Signed:</u>	<u>Date Signed:</u> November 6, 2013

100.50.CCC132.2/05NOV13



FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS

DATE 12/3/13

Exhibit A Schedule of Software

Software and Subcomponents ¹		Applicable Pricing Metric, Number of Authorized Units ²	Operating System ³	Authorized Hardware (CPU/Server Manufacturer, Model type/Serial No.) ³	Initial Fees ⁴ (in above Currency Type)	License Beginning Date	Anniversary Date
						FOR SAS USE ONLY	
Software:	SAS Enterprise BI Server	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$191,160	30NOV2013	30NOV
Software:	SAS/STAT	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 21,976	30NOV2013	30NOV
Software:	SAS/ETS	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 21,976	30NOV2013	30NOV
Software:	SAS/ACCESS Interface to PC File Formats	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 21,335	30NOV2013	30NOV
Software:	SAS/ACCESS Interface to OLE DB	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 21,335	30NOV2013	30NOV
Software:	Platform Suite for SAS	Virtual Machine (8-Virtual Processor Cores) Platform Suite for SAS Usage Terms	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 6,690	30NOV2013	30NOV
Software:	SAS Enterprise Guide	Total Users (5)	WX6 – Microsoft Windows for x64 Workstation		\$ 2,883	30NOV2013	30NOV
Software:	SAS/ACCESS Interface to OLE DB	Virtual Machine (8-Virtual Processor Cores)	WX6S – Microsoft Windows for x64 Server	Virtual Machine Name: To be defined by County in writing	\$ 21,335	30NOV2013	30NOV

1. Pricing metrics, operating systems and/or Authorized Hardware for subcomponents which differ from that of the Software with which they are associated are listed in the column that corresponds to the applicable subcomponent. Unless otherwise noted, subcomponents listed here are included in the Software license fee for the Software product with which they are licensed or provided.

2. The pricing metric is used to derive license fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described on this Exhibit. Certain pricing metrics contain additional terms that pertain to County's use of the Software.

3. County must provide Operating System and Authorized Hardware information to Contractor prior to shipment of Software.

4. Unless otherwise described in this Exhibit, these are the first year license fees for the Software.

A-1 Pricing Metrics. The pricing metrics described herein apply to the Software and any Software subcomponents listed in the chart above. For the avoidance of doubt, only those pricing metrics listed in the chart above apply to the Software and Software subcomponents licensed hereunder.

- (a) Total Users - The Software license fee is based on the total number of Users (not concurrent) who access the Software during the applicable license period.
- (b) Virtual Machine - A "Virtual Machine" is a single virtual environment, identified by a unique name as specified in the chart above, created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified maximum number of virtual processor cores. The Software license fee is based on the maximum number of virtual processor cores allocated to the named Virtual Machine in which the Software is running. The Virtual Machine may run only on a single physical host machine at any given time but may be moved from one physical host machine to another so long as the named Virtual Machine and maximum number of virtual processor cores allocated to it remain unchanged. Unless otherwise authorized in this Agreement, the physical host machine must be located on County's premises. A separate Software license is required for each Virtual Machine. Authorized Hardware is defined as the named Virtual Machine. County may change the name of the licensed Virtual Machine upon prior written notice to Contractor.
- (c) Platform Suite for SAS Usage Terms - The Software, including all of its components, may be used solely for job scheduling purposes in conjunction with Contractor software applications residing on the Authorized Hardware.

A-2 Subcomponent Installations. Some Software consists of subcomponents which may be used only in connection with a single Software configuration. When the Software requires installation of subcomponents on more than one hardware tier, the server-tier subcomponents may be installed only on the Authorized Hardware listed in the chart above. If authorized by Contractor, however, some server-tier subcomponents also may be installed on separate hardware. Where the license fee is based on hardware capacity, then the separate hardware must have the same or lower classification as the Authorized Hardware. Software or subcomponents licensed to Contractor by third parties may only be installed once.

A-3 Delivery

Software and Documentation shall be delivered to the County via electronic download. All subsequent updates, upgrades or patches made generally available to the market in electronic form shall be delivered to the County via electronic download.

A-4 Invoices

Invoices and other financial documents, shall be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

All complete invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.

SAS Internal Contract Number: 71832

Contractor will invoice County upon execution of this Agreement and prior to each applicable license renewal period, for any Software license fees due

A-5 Sales and Use Tax

Contractor will use reasonable efforts to include all applicable California and other state and local sales/use taxes on all Software products procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

A-6 Price Increases

No price increases for the Software licensed will be permitted during the first year of this Agreement unless County upgrade or otherwise amends the Software license. The County requires written proof satisfactory to County of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by County. No retroactive price adjustments will be considered.

License fees for the first license renewal period of November 30, 2014 – November 29, 2015 (the "First Renewal Period") shall be as follows:

SAS Enterprise BI Server	\$ 73,155
SAS/STAT	\$ 7,030
SAS/ETS	\$ 7,030
SAS Access to PC File Formats	\$ 6,772
SAS Access to OLE DB	\$ 6,772
Platform Suite for SAS	\$ 1,845
Enterprise Guide	\$ 955
SAS Access to OLE DB	\$ 6,772

License fees for the second license renewal period of November 30, 2015 – November 30, 2016 (the "Second Renewal Period") shall not exceed 105% of the fees for the First Renewal Period. License fees for the third license renewal period of November 30, 2016 – November 29, 2017 (the "Third Renewal Period") shall not exceed 105% of the fees for the Second Renewal Period. License fees for the fourth license renewal period of November 30, 2017 – November 28, 2018 shall not exceed 105% of the fees for the Third Renewal Period. At no time shall the renewal fees exceed SAS' standard renewal fees for the Software licensed.